

FILED  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

★ APR 27 2018 ★

LONG ISLAND OFFICE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
MARTA M. DONIS, on behalf of herself and  
on behalf of all other persons similarly situated,

Case No.: 17-CV-837  
(JFB)(AYS)

Plaintiff(s),

-against-

VISUAL CITI, INC. and  
FAZLE ABBAS DEVJIYANI,

Defendant(s).  
-----X

~~PROPOSED~~  
**FINAL ORDER AND JUDGMENT APPROVING SETTLEMENT**

1. The parties have made an application, pursuant to Rule 23(e), Fed. R. Civ. P., for an order approving settlement in the above entitled action ("the Lawsuit") of the claims alleged, in accordance with a Settlement Agreement (the "Agreement"), which sets forth the terms and conditions for the settlement of this lawsuit against Defendants and for dismissal of this lawsuit against Defendants with prejudice upon the terms and conditions set forth therein, and the Court has read and considered the Agreement and the Memorandum in Support of the Plaintiff's motion for final approval of the settlement.

2. On January 17, 2018 this Court issued an order preliminarily approving the proposed settlement agreement and providing for notice of the settlement to the class.

3. Based on its preliminary review, this Court found that the settlement was fair, just, reasonable, and in the best interest of the class as defined in the proposed settlement agreement. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, this

Court scheduled a Fairness Hearing for April 27, 2018, to provide an opportunity for any objections to be heard and determine whether final approval of the Settlement is appropriate.

4. Class Counsel has advised that no individuals have opted-out of the settlement and that no individuals have filed objections to the settlement. In addition, no one has advised that he or she will appear at the Fairness Hearing, and, in fact no one appeared at the Fairness Hearing, to voice objection or otherwise be heard to contest the settlement.

5. The Agreement provides for class counsel attorneys' fees and costs in the amount of \$42,443.33, approximately one-third of the Total Gross Settlement Fund of \$127,330.00.

6. The Agreement further provides for a service award to Named Plaintiff Marta M. Donis in the amount of \$2,500.00.

7. The proposed settlement, as set forth in the Agreement, including the award of attorneys' fees and the service award to the above-mentioned Plaintiff, is approved. This Court is satisfied that the proposed settlement in this action meets both procedural and substantive fairness.

IT IS HEREBY ORDERED, that this Court has jurisdiction over the subject matter of this litigation, and over all parties to this litigation, including all members of the class.

FURTHER, that for purposes of this Order, all terms not otherwise defined herein shall have the same meanings set forth in the Agreement.

FURTHER, that this Court hereby approves the settlement set forth in the settlement agreement and finds that the settlement is, in all respects, fair, reasonable,

adequate and in the best interests of the Plaintiff and the class members in accordance with Rule 23(e) of the Federal Rules of Civil Procedure, and directs implementation of all its terms and provisions.

FURTHER, that Plaintiff and all other class members who have not properly and timely exercised their opt-out rights in this lawsuit are conclusively deemed to have released or discharged Defendants from, and are permanently enjoined and barred from asserting, either directly or indirectly, against Defendants, any and all claims released in the settlement agreement. All such matters are hereby finally concluded, terminated and extinguished.

FURTHER, that the notice given to the members of the class accurately informed the members of the class of the proposed settlement was the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to all members of the class complying fully with Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution.

FURTHER, that Class Counsel is awarded attorneys' fees and costs in the amount of \$42,443.33.

FURTHER, that the Named Plaintiff shall receive a service award of \$2,500.00.

FURTHER, that Defendant Visual Citi, Inc. is directed to distribute settlement funds to the class members in accordance with the formula set forth in the Settlement Agreement, including the service awards and satisfy the employer obligations to pay all employer taxes and withholdings on the settlement amount from the Total Gross Settlement Fund, all in accordance with the terms of the Settlement Agreement. Further, pursuant to the Agreement, any uncashed Settlement Checks or Service Awards and all

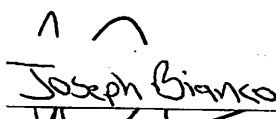
amounts remaining three months after the mailing of the last Settlement Checks will revert to Defendants; and,

FURTHER, that without affecting the finality of this judgment in any way, this Court hereby retains jurisdiction over consummation and performance of the settlement agreement.

FIURTHER, that the Clerk of the Court is directed to close this case on

April 27, 2018.

Dated: April 27, 2018

  
Hon. Joseph F. Bianco  
United States District Judge